



COMMUNITY DEVELOPMENT COMMISSION

County of Los Angeles

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Executive Director

October 7, 2003

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**APPROVE ACCEPTANCE OF FUNDS FROM DEPARTMENT OF CHILDREN AND
FAMILY SERVICES TO FUND HOUSING SPECIALIST POSITION
(ALL DISTRICTS)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the acceptance of up to \$99,900 in Independent Living Program funds by the Community Development Commission from the Department of Children and Family Services (DCFS), at no net County cost, to fund a Housing Specialist position upon approval of this action, to be jointly supervised by the Commission and DCFS.
2. Authorize the Executive Director to execute any and all documents necessary to complete the transfer of up to \$99,900 in Independent Living Program funds from DCFS to the Commission, and to incorporate these funds into the Commission's Fiscal Year 2003-04 approved budget, for the purpose described above.
3. Authorize the Executive Director to execute Amendment No. 2 to the Memorandum of Understanding (MOU), presented in substantially final form, between the Commission and DCFS to incorporate the Housing Specialist position, to be effective following approval as to form by County Counsel and execution by all parties.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to authorize the Commission to accept Independent Living Program funds from DCFS to fund a Housing Specialist position for one year.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The \$99,900 in Independent Living Program funds will cover the costs related to the hiring of a Housing Specialist under a one-year contract by the Commission, including recruitment, salary and benefits, and related costs. These funds originate from federal funding received by DCFS through the State Independent Living Program allocation for Fiscal Year 2003-04. The funds are included in the DCFS Fiscal Year 2003-04 approved budget, and, pending future Independent Living Program funds availability, will be allocated on an annual basis in future DCFS budgets to continue funding this position.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

DCFS, through its Emancipation Services Division, is the recipient and administrator of the County's annual allocation of Independent Living Program funds, under the Foster Care Independence Act of 1999. This Act, also known as the John H. Chafee Foster Care Independence Program, allocates funds from the California Department of Social Services (CDSS) to assist foster youth and emancipated foster youth, up to the age of 21, prepare for independent living. Up to 30 percent of the annual Independent Living Program allocation may be used for housing related costs.

On July 1, 2001, DCFS entered into an MOU with the Commission and the Housing Authority to further the goals of a housing program that helps youth transition from the County foster care system. Under the MOU, the Commission and the Housing Authority continued oversight of certain transitional housing sites included in the program, and DCFS provided rental funding and supportive services for youth residing at the sites. The MOU also provided for the parties to develop a five-year strategic plan for the program. The MOU was later amended to remove the Housing Authority as a party to the agreement, and to provide replacement reserve funds for extraordinary property maintenance costs.

A Design Team was appointed by the County Chief Administrative Officer to oversee operations for the DCFS Emancipation Services Division and the Independent Living Program funds, and to recommend operational improvements. In February 2003, the Commission and the Design Team adopted a Plan for Meeting the Housing Needs of Emancipating and Emancipated Foster Youth in Los Angeles County (the Plan). The Plan recommended the expenditure of \$99,900 in Independent Living Program funds for the hiring of a Housing Specialist by the Commission, to be located at DCFS

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Emancipation Services Division headquarters, and jointly supervised by the Commission and DCFS. Amendment No. 2 to the MOU will provide the necessary funding for this position.

Amendment No. 2 will be effective following approval as to form by County Counsel and execution by all parties. It is also being presented as a separate matter on the DCFS agenda.

IMPACT ON CURRENT SERVICES:

The proposed action will help expand transitional housing and supportive services for very low-income emancipated foster youth throughout the County by implementing major new housing initiatives and securing new funding for supportive housing.

Respectfully submitted,

CARLOS JACKSON
Executive Director

TKSR:BH:ls

Attachment: 1

AMENDMENT NO. 2 TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES
AND
THE LOS ANGELES COUNTY DEPARTMENT OF
CHILDREN AND FAMILY SERVICES
AMENDMENT NO. 2

THIS AMENDMENT NO. 2 TO MEMORANDUM OF UNDERSTANDING ("Amendment #2") is made and entered into this _____ day of September, 2003, by and between the Community Development Commission of the County of Los Angeles, hereinafter called ("CDC") and the County of Los Angeles Department of Children and Family Services, hereinafter called ("DCFS").

WITNESSETH THAT:

WHEREAS, the CDC, the Housing Authority of the County of Los Angeles ("HA"), and DCFS first entered into a Memorandum of Understanding dated July 1, 2001, ("MOU") to formalize the existing collaborative relationship between the CDC, HA and DCFS to address the housing needs of youth emancipated from the Los Angeles County foster care system ("Youth");

WHEREAS, the MOU was amended by an Amendment to Memorandum of Understanding dated June 25, 2003 ("Amendment No. 1") wherein the HA withdrew as a party to the MOU;

WHEREAS, CDC and DCFS, in collaboration with the Los Angeles County Design Team for Emancipation Services ("Design Team") have developed and adopted as of February 2003, A Plan For Meeting the Housing Needs of Emancipating and Emancipated Foster Youth in Los Angeles County ("Plan");

WHEREAS, it now becomes necessary to amend this MOU and both parties are desirous of such amendment.

NOW, THEREFORE, in consideration of mutual undertakings, herein, the parties hereto agree that said MOU be amended as follows:

1. CDC RESPONSIBILITIES shall be amended by deleting current paragraph E., re-labeling current paragraph F. as paragraph E., and adding the following paragraphs:
 - F. CDC shall continue to work in collaboration with DCFS to accomplish paragraphs A. through H. in the CDC Responsibilities portion of this MOU, unless the MOU is subsequently amended to provide otherwise.
 - G. CDC shall hire one staff person as the Housing Specialist, to be paid for by DCFS and out-stationed at DCFS Emancipation Services Division headquarters. The role of the Housing Specialist shall include responsibility for guiding the development of major initiatives for DCFS, coordination of departmental efforts to develop new housing programs operated by CDC and DCFS, securing state, federal and private funding designed to assist homeless foster and former foster youth, and implementation of the Plan.
 - H. CDC shall, in collaboration and conjunction with DCFS, provide joint supervision to the Housing Specialist. CDC shall maintain responsibility for human resources services provided for the Housing Specialist, including the administration of time cards, payroll, leave time, and benefits.
 - I. All references to CDC/HA shall be amended to refer to CDC only.
2. DCFS RESPONSIBILITIES shall be amended by deleting paragraphs A. and F. from this MOU, re-labeling current paragraphs B. through E. as A. through D., and adding the following paragraphs:
 - E. DCFS shall provide a workspace equipped with a computer, Internet access, an e-mail account, a phone and any other necessary supplies for the Housing Specialist within the Emancipation Services Division Headquarters.
 - F. DCFS shall, in collaboration and conjunction with CDC, provide joint supervision to the Housing Specialist.
 - G. Contingent upon Independent Living Program fund availability, DCFS shall ensure that funding is allocated in its annual budget to pay for the Housing Specialist to be hired by CDC, jointly supervised by CDC and DCFS and placed at DCFS Emancipation Services Division Headquarters. The role of the Housing Specialist shall include responsibility for guiding the development of major new housing initiatives for DCFS, coordination of departmental efforts to develop new housing programs generated by CDC and DCFS, securing state, federal and private funding designed to assist

homeless foster youth and former foster youth, and implementation of the Plan.

- H. DCFS shall transfer for Fiscal Year 2003-04 through a Departmental Service Order (DSO) \$99,900, to be used by CDC for expenses incurred in hiring the Housing Specialist.

- I. MUTUAL INDEMNIFICATION shall be added to this MOU as follows:

DCFS and CDC shall mutually indemnify, defend and hold harmless the other, its elected and appointed officers, employees and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with its negligent acts and/or omissions arising from and/or related to this MOU.

- 4. AMENDMENTS, shall be added to this MOU as follows:

DCFS or CDC, through their department heads or designees, may from time to time, request changes in responsibilities of the parties, including any increase or decrease in the dollars allocated for the Replacement Reserve Funds and/or the Housing Specialist as may be mutually agreed upon and incorporated in written amendments to this MOU.

- 5. All other terms and conditions of this MOU shall remain the same and in full force and effect.

IN WITNESS WHEREOF, CDC and DCFS, through their duly authorized officers, have executed this MOU as of the date first above written.

David Sanders, Ph.D., Director
Los Angeles County Department
of Children and Family Services

Date

Approved as to Form
Lloyd W. Pellman, County Counsel

By: _____
Deputy

Date

Carlos Jackson, Executive Director
Community Development Commission
of the County of Los Angeles

Date

Approved as to Form
Lloyd W. Pellman, County Counsel

By: _____
Deputy

Date